

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
ASSISTANT SECRETARY FOR HOUSING-FEDERAL HOUSING COMMISSIONER

TO: DIRECTORS, SINGLE FAMILY DIVISION

Series and Series Number: (Supersedes  
issued dated November 25, 1992)

MATERIALS RELEASE  
NO. 1222b

ISSUE DATE December 11, 1995

REVIEW DATE December 11, 1998

SUBJECT: 1. Product Hardishake®/Hardislate® Roofing Shingle/Slate

2. Name and Address of Manufacturer James Hardie Building Products, Inc.  
26300 La Alameda  
Suite 250  
Mission Viejo, CA 92691

Data on the nonstandard product described herein have been reviewed by the Department of Housing and Urban Development and determination has been made that it is considered suitable from a technical standpoint for the use indicated herein. This Release does not purport to establish a comparative quality or value rating for this product as compared to standard products normally used in the same manner.

This Materials Release cannot be used as an indication of endorsement, approval or acceptance by HUD of the described product, and any statement or representation, however made, indicating such approval, endorsement or acceptance by HUD is unauthorized. See Code 18, U.S.C. 709.

Any reproduction of this Release must be in its entirety.

USE: Roofing Shingle

DESCRIPTION:

The Hardishake and Hardislate roofing consists of textured shingles or slates produced by cellulose fiber-reinforced Portland cement, ground silica and mineral oxide pigments. The products are manufactured by building up the material in layers on rollers and then curing by high-pressure steam autoclaving. The shingles are available with integral colorations. The shingles are 22 inches long, 1/4 inch thick, with widths of 6, 8 and 12 inches. The slates are 18 inches long, 1/4 inch thick, with a width of 8 inches. The roofing may warp or curl slightly which adds to the shadow line at the butt edge.

REQUIREMENTS:

The Hardishake and Hardislate roofing shall be in compliance with American Society for Testing and Materials (ASTM) Specification C-1225-93, "Non-Asbestos Fiber-cement Roofing Shingles, Shakes, and Slates."

INSTALLATION:

The installation of this product shall be in accordance with the HUD requirements for new construction, manufacturer's installation instructions and the following conditions:

1. The Hardishake/Hardislate roofing shall not be installed in areas subject to severe weathering (frequent freeze/thaw) conditions.
2. Roofing shall not be installed in areas subject to basic wind speeds exceeding 110 miles per hour. The maximum roof height shall be limited to 35 feet.
3. Roofing shall not be installed in areas with elevations above 3,000 feet.
4. The following is a general description of acceptable use. For more detailed information contact JH Technical Services Manager.

The attached map shall be used as a general guide in determining acceptable areas. State Maps may be obtained from the Technical Services Manager at (714) 348-1800.

Hardishake Roofing Installation Areas

Alabama

Adjacent and south of an imaginary line Anniston, Birmingham, and Tuscaloosa.

Arizona

Adjacent to the Colorado River and south of the Mogollon Rim.

California

below of 3,000 feet elevations.

Florida

All areas

Georgia

Area adjacent and south of an imaginary line connecting Athens and Rome.

Hawaii

All areas.

Louisiana

All areas.

Mississippi

All areas.

Nevada

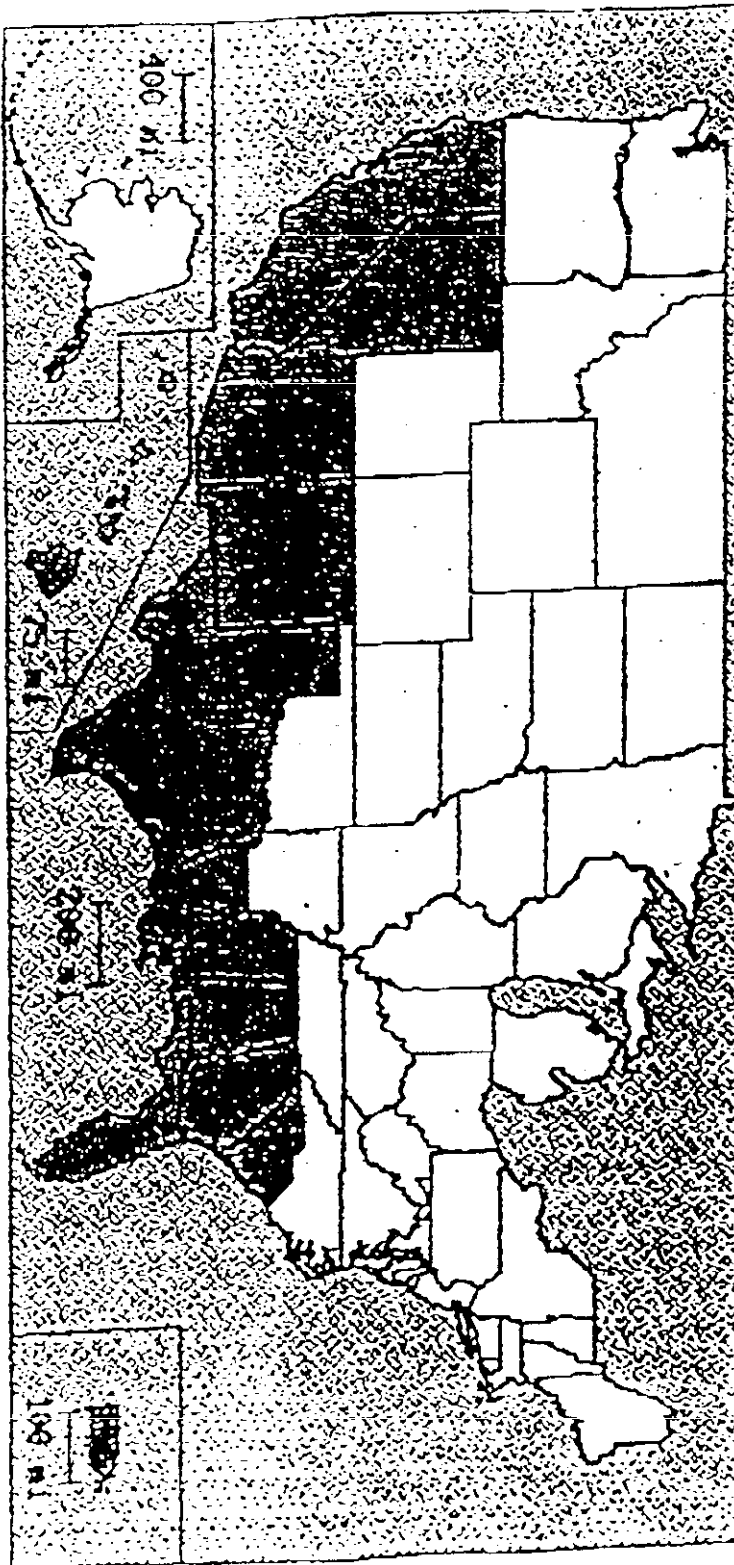
Area adjacent to the Colorado River, and general southern are (greater Las Vegas area).

New Mexico

Areas adjacent and south of an imaginary line connecting Tucumcari, Albuquerque, and Zuni Pueblo.

Puerto Rico

All areas.



South Carolina  
Area adjacent and  
south of an imaginary  
line connection  
Florence, Seven Oaks,  
and Greenwood.

Texas  
Areas adjacent and south  
of an imaginary line  
connecting Childress and  
Farwell.

MATERIAL IDENTIFICATION:

Hardishake/Hardislate shingles shall be provided in bundles bearing tags or markings noting the product name, manufacturer's name and address, the date manufactured, HUD's Materials Release number and name of the certification agency (ETL Testing Laboratories, Inc.). Each bundle or pallet shall contain installation instructions.

WARRANTY:

A ten-year warranty shall be given to the owner by James Hardie Building Products, Inc. to provide as follows:

James Hardie Building Products, Inc. (Hardie) hereby warrants to the owner of its roofing shingles and slates, that the roofing shingles and slates will remain in a watertight condition for a period of ten years from the date of installation. In the event of failure of the aforesaid roofing shingles and slates to function as warranted above, whether on account of defective materials or on account of normal processes of wear and aging, Hardie will make or cause to be made such repairs necessary to enable the roofing shingles and slates to perform as warranted above.

Hardie's obligations to repair the roofing shingles and slates under this warranty shall not be in force or effect unless: (1) Hardie is notified of any failure of the system covered by the warranty within thirty (30) days following such failure; (2) the roofing shingles or slates are installed by a professional roofer according to Hardie's written installation instructions; and (3) no alterations or repairs to the roofing shingles or slates are made without the prior written approval of Hardie as to the extent, methods and materials used.

Hardie assumes no liability for any failure of the roofing shingles and slates resulting from winds, which exceed the design wind speed, Acts of God, including without limitation, lightning or earthquake; nor for any failure of the roofing shingles or slates resulting from fire of any origin or cause; nor for any failure of the product caused by structural defects of the buildings on which the roofing shingles are applied; nor from deliberate misuse of the shingles or slates; nor for any failure of the roofing shingles or slates caused by leakage or any other cause from an adjacent structure.

Hardie will not be liable for any incidental, consequential or other damages including, without limitation, injury to persons or damage to any structure or its contents arising from or in conjunction with the shingles or slates.

MANUFACTURER'S RESPONSIBILITIES:

Issuance of this Materials Release (MR) commits the manufacturer to fulfill, as a minimum, the following:

1. Produce, label and certify the material, product or system in strict accordance with the terms of this MR.
2. Provide necessary corrective action in a timely manner for all cases of justified complaint, poor performance or failure reported by HUD.
3. When requested, provide the Office of Manufactured Housing and Regulatory Functions, Manufactured Housing and Construction Standards Division, HUD Headquarters, with a representative list of properties, in which the material, product or system has been used, including complete addresses or descriptions of locations and dates of installation.
4. Inform HUD in advance of changes in production facilities, methods, design of the product, company name, ownership or mailing address.

EVALUATION:

This MR shall be valid for a period of three years from the date of initial issuance or most recent renewal or revision, whichever is later. The holder of this MR shall apply for a renewal or revision 90 days prior to the Review Date printed on this MR. Submittals for renewal or revision shall be sent to HUD Headquarters. Appropriate user fees shall be sent to:

U. S. Department of Housing and Urban Development  
Technical Suitability of Products Fees  
P. O. Box 954199  
St. Louis, MO 63195-4199

The holder of this MR may apply for revision at any time prior to the Review Date. The revision may be in the form of a supplement to the MR.

If the Department determines that a proposed renewal or supplement constitutes a revision, the appropriate User Fee for a revision will need to be submitted in accordance with Code of Federal Regulations 24 CFR 200.934, "User Fee System for the Technical Suitability of Products Program," and current User Fee Schedule.

CANCELLATION:

Failure to apply for a renewal or revision shall constitute a basis for cancellation of the MR. HUD will notify the manufacturer that the MR may be canceled when:

1. conditions under which the document was issued have changed so as to affect production of, or to compromise the integrity of the accepted material, product, or system,
2. the manufacturer has changed its organizational form without notifying HUD, or
3. the manufacturer has not complied with responsibilities it assumed as a condition of HUD's acceptance.

However, before cancellation, HUD will give the manufacturer a written notice of the specific reasons for cancellation, and the opportunity to present views on why the MR should not be canceled. No refund of fees will be made on a canceled document.

\*\*\*\*\*  
This Materials Release is issued solely for the captioned firm, and is not transferable to any person or successor entity.  
\*\*\*\*\*